

Town and County of Nantucket
Board of Selectmen • County Commissioners

James R. Kelly, Chairman
Rick Atherton
Robert R. DeCosta
Matt Fee
Dawn E. Hill Holdgate



16 Broad Street
Nantucket, Massachusetts 02554

Telephone (508) 228-7255
Facsimile (508) 228-7272
www.nantucket-ma.gov

C. Elizabeth Gibson
Town & County Manager

***AGENDA FOR THE MEETING OF THE
BOARD OF SELECTMEN
SEPTEMBER 28, 2016 - 6:00 PM
PUBLIC SAFETY FACILITY COMMUNITY ROOM
4 FAIRGROUNDS ROAD
NANTUCKET, MASSACHUSETTS***

- I. CALL TO ORDER***
- II. BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Board of Selectmen Meeting is Being Video/Audio Recorded.
- IV. PUBLIC COMMENT****
- V. NEW BUSINESS****
- VI. APPROVAL OF MINUTES, WARRANTS AND PENDING CONTRACTS***
 1. Approval of Minutes of January 6, 2016 at 6:00 PM; September 21, 2016 at 6:00 PM.
 2. Approval of Payroll Warrants for Week Ending September 25, 2016.
 3. Approval of Treasury Warrants for September 28, 2016.
 4. Approval of Pending Contracts for September 28, 2016.
- VII. CITIZEN/DEPARTMENTAL REQUESTS***
 1. Request for Approval of Change of Manager and Change of Beneficial Interest of Annual All-Alcoholic Beverages Restaurant License for Tanker Inc. d/b/a SeaGrille Restaurant from Robin Harvey, Manager to Zachary Lindsay, Manager, for Premises Located at 45 Sparks Avenue, Nantucket.
 2. Town Administration: Request for Acceptance of Gift of Materials in Connection with Improvement to Section of Bartlett Road Bike Path.
 3. Planning Office: Request for Approval of Memorandum of Agreement with Nantucket Cottage Hospital Regarding Improvements to Intersection of

South Prospect Street, Surfside Road, Sparks Avenue and Atlantic Avenue; and, Execution of Quitclaim Deed for Parcels of Land off South Prospect Street and Vesper Lane, Shown as "Parcel 1", "Parcel 2", "Parcel 3", "Parcel 4" and "Parcel 5" on Plan of Land Entitled "Taking and Disposition Plan of Land in Nantucket, MA, Prepared for Nantucket Cottage Hospital," Dated July 16, 2015, Prepared by Blackwell & Associates, Inc. and Recorded with Nantucket County Registry of Deeds as Plan No. 2016-49, Pursuant to Vote on Article 103 of 2016 Annual Town Meeting.

VIII. TOWN MANAGER'S REPORT

1. Review of Updated Estimated Costs to Ship Solid Waste Off-island.
2. Review of Updated Capital Improvement Plan FY 2018 - 2027; and Proposed FY 2018 Capital Projects.
3. Review Milk Street Bike Path Extension Bid Results.

IX. SELECTMEN'S REPORTS/COMMENT

1. Set Date of 2017 Annual Town Meeting; Review/Endorse Timeline.
2. Committee Reports.

X. ADJOURNMENT

** Identified on Agenda Protocol Sheet*

Board of Selectmen Agenda Protocol:

- **Roberts Rules:** The Board of Selectmen follows Roberts Rules of Order to govern its meetings as per the Town Code and Charter.
- **Public Comment:** For bringing matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Board of Selectmen. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action. Except in emergencies, the Board will not normally take any other action on Public Comment. Any personal remarks or interrogation or any matter that appears on the regular agenda are not appropriate for Public Comment.

Public Comment is not to be used to present charges or complaints against any specifically named individual, public or private; instead, all such charges or complaints should be presented in writing to the Town Manager who can then give notice and an opportunity to be heard to the named individual as per MGL Ch. 39, s 23B.

- **New Business:** For topics not reasonably anticipated 48 hours in advance of the meeting.
- **Public Participation:** The Board welcomes valuable input from the public at appropriate times during the meeting with recognition by the Chair. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Selectmen may have questions on the clarity of information presented. The Board will hear any staff input and then deliberate on a course of action.
- **Selectmen Report and Comment:** Individual Selectmen may have matters to bring to the attention of the Board. If the matter contemplates action by the Board, Selectmen will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting. Otherwise, except in emergencies, the Board will not normally take action on Selectmen Comment.

EXHIBIT 1
AGREEMENTS TO BE EXECUTED BY TOWN MANAGER
UNLESS RESOLUTION OF DISAPPROVAL BY BOARD OF SELECTMEN
September 28, 2016

| Type of Agreement/Description | Department | With | Amount | Other Information | Source of Funding |
|---------------------------------|-----------------|-----------|----------|---|------------------------|
| Professional Services Agreement | Human Resources | Benelogic | \$29,700 | One-year agreement to provide filing for federally required Affordable Case Act reporting | Human Resources budget |

*The SeaGrille Restaurant
45 Sparks Avenue
Nantucket, MA 02554*

RECEIVED
SEP 13 2016
BY: AC 12:30

Board of Selectmen
16 Broad Street
Nantucket, MA 02554

Dear Board of Selectmen:

I am writing to request your approval for a Change of Manager for the SeaGrille Restaurant. The manager of record is Robin Harvey. I request the manager be changed to Zack Lindsay.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to be 'EJ Harvey', written in a cursive style.

EJ Harvey



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

076200091

ABCC License Number

Nantucket

City/Town

September 13, 2016

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change of Hours |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder |
| <input checked="" type="checkbox"/> Change of Beneficial Interest | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |

APPLICANT INFORMATION

Name of Licensee Tanker Inc.

D/B/A Seagrille Restaurant

ADDRESS: 45 Sparks Avenue

CITY/TOWN: Nantucket

STATE

MA

ZIP CODE 02554

Manager Zachary Lindsay

Granted under Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Annual

All Alcoholic Beverages

Type

(i.e. restaurant, package store)

Class

(Annual or Seasonal)

Category

(i.e. Wines and Malts / All Alcohol)

If Yes, Chapter

of the Acts of (year)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority:

Please indicate what days and hours
the licensee will sell alcohol:

If Approving With Modifications, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

Changes to the Premises Description

Patio/Deck/Outdoor Area

Total Square Footage

Seating Capacity

Indoor Area

Total Square Footage

Number of Entrances

Number of Exits

| Floor Number | Square Footage | Number of Rooms |
|--------------|----------------|-----------------|
| | | |
| | | |
| | | |
| | | |

Abutters Notified: Yes ☐ No ☒

Date of Abutter
Notification

Date of
Advisement

Please add any
additional remarks or
conditions here:

Licensing: aciarmataro@police.nantucket-ma.gov 508-325-4100 Ext. 5832

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Date APPROVED by LLA



*The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc*

APPLICATION FOR MULTIPLE AMENDMENTS

Please complete Name of Licensee and Application Contact sections completely, leaving no fields blank.

| | | | |
|--|---|------------------------------|-----------|
| NAME OF LICENSEE (Business Contact) | Tanker Inc. DBA The SeaGrille (Zachary Lindsay) | | |
| ABCC License Number | 076200091 | City/Town of Licensee | Nantucket |

APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

| | | | | | |
|--------------------|-----------------------|----------------|-------|-----------------------|--------------|
| First Name: | Zachary | Middle: | Wells | Last Name: | Lindsay |
| Title: | Employee | | | Primary Phone: | 508-325-5700 |
| Email: | zack@theseagrille.com | | | | |

AMENDMENT OPTIONS

Please check off all of the amendments for which you are applying below. You will only be required to complete the sections of this amendment application that correspond to the amendments you check. Next to each amendment is the page that you will find the necessary application questions to complete. Please see the instructions page for additional required documents based on transaction.

If there are **ANY** financial considerations for the transactions for which you are applying, you must complete the financial section on page 2 of this application.

- ☐ Change in Business Contact Information - Page 2
This is only to change a mailing or business address (corporate headquarters, NOT premises address), phone number or email.
- ☒ Change of Manager - Page 3
- ☐ Alteration of Premises / Change of Location - Page 4
- ☒ Change of Beneficial Interest / Transfer or Issuance of Stock - Page 5
- ☐ Pledge of Collateral (License, Inventory, Beneficial Interest) - Page 6
- ☐ Change of Corporate Name - Page 6
- ☐ Change of DBA - Page 6
- ☐ Change of Corporate Structure (i.e. Corporation to LLC, Sole Proprietor to LLC) - Page 6
- ☐ Change of Category (i.e. Wine and Malts to All Alcohol) - Page 6
- ☐ Change of Class (i.e. Seasonal to Annual) - Page 6
- ☐ Change of Type (i.e. Restaurant to General on Premises) - Page 6

APPLICATION FOR MULTIPLE AMENDMENTS

FINANCIAL INFORMATION

Complete this section if there are financial consideration for any of the amendments for which you are applying.

Associated Costs

| | |
|---|----------------------|
| A. Purchase Price for Building/Land | <input type="text"/> |
| B. Purchase Price for any Business Assets | <input type="text"/> |
| C. Costs of Renovations/Construction | <input type="text"/> |
| D. Purchase Price of Inventory | <input type="text"/> |
| E. Initial Start-Up Costs | <input type="text"/> |
| F. Other (Please specify) | <input type="text"/> |
| G. Total Cost (Add lines A-F) | <input type="text"/> |

Please note, the total amount of Cash Investment (top right table) plus the total amount of Financing (bottom right table) must be equal to or greater than the Total Cost (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

| Name of Contributor | Amount of Contribution |
|----------------------|------------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| Total: | <input type="text"/> |

Source of Financing

| Name of Lender | Amount | Does the lender hold an interest in any MA alcoholic beverages licenses? | If yes, please provide ABCC license number of lender |
|----------------------|----------------------|--|--|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| Total: | <input type="text"/> | | |

BUSINESS CONTACT

Complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address. If you are changing your premises location, you must also complete the premises section on page 4.

| | | | |
|--------------------|----------------------|-------------|----------------------|
| Primary Phone: | <input type="text"/> | Fax Number: | <input type="text"/> |
| Alternative Phone: | <input type="text"/> | Email: | <input type="text"/> |

Business Address (Corporate Headquarters)

| | | | |
|----------------|----------------------|--------------|----------------------|
| Street Number: | <input type="text"/> | Street Name: | <input type="text"/> |
| City/Town: | <input type="text"/> | State: | <input type="text"/> |
| Zip Code: | <input type="text"/> | Country: | <input type="text"/> |

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

| | | | |
|----------------|----------------------|--------------|----------------------|
| Street Number: | <input type="text"/> | Street Name: | <input type="text"/> |
| City/Town: | <input type="text"/> | State: | <input type="text"/> |
| Zip Code: | <input type="text"/> | Country: | <input type="text"/> |

APPLICATION FOR MULTIPLE AMENDMENTS

MANAGER CONTACT

Complete this section if you are requesting a change of manager.

The Manager Contact is the individual who will have day-to-day, operational control over the liquor license.

| | | | | | | | | | |
|------------------------|---|------------|--------------------------------------|---------------------|--|-----------|--------------------------------------|--------|----------------------|
| Salutation | <input type="text" value="Mr."/> | First Name | <input type="text" value="Zachary"/> | Middle Name | <input type="text" value="Wells"/> | Last Name | <input type="text" value="Lindsay"/> | Suffix | <input type="text"/> |
| Social Security Number | <input type="text" value="[REDACTED]"/> | | | Date of Birth | <input type="text" value="[REDACTED]"/> | | | | |
| Primary Phone: | <input type="text" value="5083255700"/> | | | Email: | <input type="text" value="zack@theseagrille.com"/> | | | | |
| Mobile Phone: | <input type="text" value="6177631986"/> | | | Place of Employment | <input type="text" value="The SeaGrille"/> | | | | |
| Alternative Phone: | <input type="text"/> | | | Fax Number | <input type="text" value="5083250135"/> | | | | |

Citizenship / Residency / Background Information of Proposed Manager

| | | | |
|---|---|--|---|
| Are you a U.S. Citizen? | <input checked="" type="radio"/> Yes <input type="radio"/> No | Do you have direct, indirect, or financial interest in this license? | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Have you ever been convicted of a state, federal, or military crime? | <input type="radio"/> Yes <input checked="" type="radio"/> No | If yes, percentage of interest | <input type="text"/> |
| If yes, attach an affidavit that lists your convictions with an explanation for each | | If yes, please indicate type of Interest (check all that apply): | |
| Have you ever been Manager of Record of a license to sell alcoholic beverages? | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input type="checkbox"/> Officer | <input type="checkbox"/> Sole Proprietor |
| If yes, please list the licenses for which you are the <u>current</u> or <u>proposed</u> manager: | <input type="text"/> | <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| | | <input type="checkbox"/> LLC Member | <input type="checkbox"/> Director |
| | | <input type="checkbox"/> Partner | <input type="checkbox"/> Landlord |
| | | <input type="checkbox"/> Contractual | <input type="checkbox"/> Revenue Sharing |
| | | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Other |

Please indicate how many hours per week you intend to be on the licensed premises

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

| Date(s) | Position | Employer | Address | Phone |
|--------------|-----------------|-------------------------|--|------------|
| 9/10-Present | General Manager | The SeaGrille | 45 Sparks Ave, Nantucket, MA 02554 | 5083255700 |
| 3/16-Present | Sales Rep | Winebow Boston | 30 Dane St., Somerville, MA 02143 | 6176665939 |
| 3/10-3/16 | Sales Rep | Atlantic Importing CO | 101 Bishop St., Framingham, MA 01702 | 5086654272 |
| 3/10-9/10 | Bartender | Brotherhood of Thieves | 23 Broad St., Nantucket, MA 02554 | 5082252551 |
| 2/9-3/10 | Server | Slightly North of Broad | 192 East Bay St., Charleston, SC 29401 | 8437233424 |

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|-------|------|---|
| | | | | |
| | | | | |
| | | | | |

APPLICATION FOR MULTIPLE AMENDMENTS

PREMISES INFORMATION

Please complete this section if you are altering your premises or changing your premises location.
Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:
City/Town: State: Zip Code:
Country:

Description of Premises


Please provide a complete description of the premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage.

| Floor Number | Square Footage | Number of Rooms |
|--------------|----------------|-----------------|
| | | |
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Patio/Deck/Outdoor Area Total Square Footage
Indoor Area Total Square Footage
Number of Entrances
Number of Exits
Proposed Seating Capacity
Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises  Landlord Name
Lease Beginning Term Landlord Phone
Lease Ending Term Landlord Address
Rent per Month
Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☐ No

APPLICATION FOR MULTIPLE AMENDMENTS

CHANGE IN BENEFICIAL INTEREST / TRANSFER or ISSUANCE OF STOCK

CURRENT OWNERSHIP (Before Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license. This pertains to the current licensee (before change in beneficial interest occurs).

| Name | Title / Position | % Owned | Other Beneficial Interest |
|-----------------|------------------|---------|---------------------------|
| Robin L. Harvey | Sole Proprietor | 100 | |
| | | | |
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PROPOSED OWNERSHIP (After Change in Beneficial Interest)

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

| Name | Title / Position | % Owned | Other Beneficial Interest |
|------------------|------------------|---------|---------------------------|
| Eugene J. Harvey | Sole Proprietor | 100 | |
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APPLICATION FOR MULTIPLE AMENDMENTS

AMENDMENT APPLICATION FOR:

Change of Corporate Name, Change of DBA, Change of Legal Structure, Change of Class, Change of Category

Please check the amendment that you are applying for and complete the corresponding section. Please refer to the requirements page for required documents.

PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☐ No

To whom is the pledge is being made:

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☐ No

☐ **Change of Corporate Name**

This is the License Entity

Name or the Business Contact

Last-Approved Corporate Name:

Requested New Corporate Name:

☐ **Change of DBA**

Last-Approved DBA:

Requested New DBA:

☐ **Change of Corporate Structure**

LLC, Corporation, Sole
Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

☐ **Change of License Category**

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

☐ **Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

☐ **Change of License Type***

i.e. Restaurant to Club

Package Store to Supermarket

Last-Approved License Type

Requested New License Type

*CAN NOT change from an
on-premise to an off-premises
license type.*

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Employment Information of Proposed Manager-

10/08-2/09 Bartender/Golf Shop Cashier/ Greenskeeper MWR Red Bank Plantation Golf Course 2316 Red Bank Road, Goose Creek, SC 29455 8437647802

5/07-9/07 Bartender The SeaGrille Restaurant 45 Sparks Ave Nantucket, MA 02554 5083255700

3/02-6/07 Manager Horse Ridge Cellars 5 Moulton Hill Rd Stafford, CT 8607635380

APPLICANT'S STATEMENT

I, Eugene J. Harvey the: ☒ sole proprietor; ☐ partner; ☐ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of Tanker Inc, dba The Seagrille, hereby submit this application for Change of Manager, Change of Officer
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date: 09/16/16

Title: sole proprietor

LICENSE #: 076200091

LICENSE FEE: \$2,750.00

THE LICENSING BOARD *for the*
TOWN OF NANTUCKET, MASSACHUSETTS
HEREBY GRANTS AN
ANNUAL RETAIL RESTAURANT LICENSE
TO EXPOSE, KEEP FOR SALE, AND TO SELL
ALL ALCOHOLIC BEVERAGES

TO BE CONSUMED ON THE PREMISES

BUSINESS: Tanker, Inc.
DBA: Seagrille Restaurant
PREMISES: 45 Sparks Ave.
Nantucket, MA 02554
MANAGER: Zach Lindsay
(Pending Manager
Change Approval by
ABCC)

ON PREMISES DESCRIBED AS:
First floor of a two story building.
Kitchen, dining room, restrooms, 10' x 28'
enclosed porch with entrance/exit to rear
parking area.

The hours during which alcoholic beverages may be sold: In accordance with MGL Chapter 138 and amendments thereto with the local provision that patrons shall not be served alcoholic beverages before 8:00AM Monday through Saturday and 11:00AM on Sunday. No alcohol service is permitted after 1:00AM and patrons must be off the license premises and said premises must be closed by 1:30AM. Any restrictions apply as are on file with the local licensing authority. In accordance with Article 40 ATM 2001, Chapter 86.1 Board of Health Regulations Prohibit Smoking in Certain Places within the Town of Nantucket.

This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the Massachusetts General Laws, as amended and any rules or regulations made thereunder by the licensing authorities, including, but not limited to Chapter 250 of the Town of Nantucket Rules and Regulations Governing Alcoholic Beverages.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed his official signature on this 16th day of December 2015.



Robert De Costa
Chairman, Board of Selectmen

THIS LICENSE WILL EXPIRE DECEMBER 31, 2016

**Unless earlier suspended, cancelled, or revoked*

This License Shall Be Displayed On the Premises in a Conspicuous Place Where it May Be Easily Seen.

| | | | |
|---|----------------------|----------|-------------|
| TIPS | eTIPS On Premise 2.0 | SSN: | XXX-XX-XXXX |
| Issued: | 3/5/2015 | Expires: | 3/5/2018 |
| ID#: | 3933413 | D.O.B.: | XX/XX/XXXX |
| Zachary Lindsay Sea Grille 45 Sparks Ave Nantucket, MA 02554-3951 | | | |
| For service visit us online at www.gettips.com | | | |

September 23, 2016

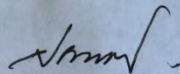
Neil Paterson
83 Bartlett Rd.
Andrew Wing
81 Bartlett Rd.
Greg Raith
79 Bartlett Rd.

Chairman Jim Kelly
Nantucket Board of Selectman,

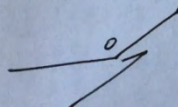
The above landscapers of the property adjacent to the Bartlett Road bike path project would like to donate 18 pallets of regular Belgian block and all trucking and Steamship costs involved, valued at approximately \$12,000 and respectfully request the board accepts this gift.

Yours Sincerely,

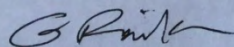
Neil Paterson



Andrew Wing



Gregory Raith



RED HIGHLIGHT DEPICTS APPROXIMATE LOCATION OF 400 FOOT SECTION OF BELGIAN BLOCK



Google earth



MEMORANDUM OF AGREEMENT

Four Corners

THIS **MEMORANDUM OF AGREEMENT** (this “**Agreement**”) is entered into as of _____, 2016 (the “**Effective Date**”) by and between Nantucket Cottage Hospital, a Massachusetts corporation, having its address at 57 Prospect St, Nantucket, Massachusetts (the “**Hospital**”), and the Town of Nantucket, a Massachusetts municipal corporation, having an address of Town & County Building, 16 Broad Street, in said Nantucket (the “**Town**”, together with the Hospital, the “**Parties**”) acting by and through the Board of Selectmen (the “**Board**”).

RECITALS

- A. **WHEREAS**, the Town desires to reconstruct and incorporate certain geometric improvements (the “**Four Corners Project**”) to the intersection located at the juncture of South Prospect Street, Surfside Road, Sparks Avenue, and Atlantic Avenue in the Town (“**Four Corners**”), all as more particularly shown on a plan entitled “Four Corners Intersection Improvements” Drawing No. EX-C dated September 29, 2015, prepared by RJO’ Connell & Associates, Inc., being Exhibit A attached hereto and made a part hereof;
- B. **WHEREAS**, the Town is in the process of applying for a grant from the Commonwealth of Massachusetts under the Mass Works Infrastructure Program to provide funding for the Four Corners Project;
- C. **WHEREAS**, the Hospital owns certain property located on South Prospect Street, Surfside Road, Sparks Avenue, and Atlantic Avenue by virtue of Certificate of Title No. _____ filed with Nantucket Registry District of the Land Court (the “**Hospital Property**”), as shown on Exhibit A-1, which will be affected by the Four Corners Project;
- D. **WHEREAS**, the vote of Article 102 of the April 2015 Annual Town Meeting, authorized the Board of Selectmen to take by eminent domain certain land which is shown on a plan entitled “Taking and Disposition Plan of Land in Nantucket, MA, prepared for Nantucket Cottage Hospital,” dated July 16, 2015, prepared by Blackwell & Associates, Inc. recorded with the Nantucket County Registry of Deeds as Plan No. 2016-49, a copy of which is attached hereto as Exhibit B (Parcels 1 through 5 as shown on such plan being the “**Unnamed Property**”);
- E. **WHEREAS**, the Board executed the Order of Taking by Eminent Domain of the Unnamed Property on June 22, 2016, which was recorded with Nantucket County Registry of Deeds in Book 1546, Page 75 and filed with said Registry District of the Land Court as Document No. 152094;
- F. **WHEREAS**, pursuant to the vote of Article 103 of the April 2015 Annual Town Meeting, the Board is authorized to deed the Unnamed Property to the Hospital, which Unnamed Property shall be deeded to the Hospital pursuant to a deed in the form attached hereto as Exhibit B-1;

- G. **WHEREAS**, the Unnamed Property does not exceed thirty-five thousand (\$35,000) dollars in value, the Town is not required to solicit proposals for the conveyance of the Unnamed Property pursuant to M.G.L. c. 30B, §16; and
- H. **WHEREAS**, in consideration of the conveyance of the Unnamed Property, the Hospital has agreed to cooperate with the Town to facilitate the completion of the Four Corners Project on the terms set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the receipt, sufficiency and delivery of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1. EASEMENTS

1.1 Construction and Easements

- 1.1.1 Within fourteen (14) days of the Hospital's receipt of written notice from the Town that it has secured sufficient funding commitments to commence the construction of the Four Corners Project and the Town has authorized the commencement of the construction of the Four Corners Project pursuant to the construction contracts for the Four Corners Project, the Hospital shall execute and deliver an easement to the Town in the form attached hereto as Exhibit C granting the Town the following rights:

(a) a temporary construction easement (the "Construction Easement") for construction and construction staging on portions of the Hospital Property (the "Construction Easement Area") in connection with the construction and completion of the Four Corners Project, which Construction Easement Area is more fully shown on Exhibit D-1, attached hereto. The Construction Easement shall expire upon completion of the Four Corners Project.

(b) a permanent easement (the "Transportation Easement", together with the Construction Easement, the "Easements") on portions of the Hospital Property (the "Transportation Easement Area"), which Transportation Easement Area is more fully shown on Exhibit D-2, attached hereto, for continued rights of public access over, and operation and maintenance of, the Four Corners Project.

1.2 Conditions to Grant of Easements

- 1.2.1 Following the Town's delivery to the Hospital of the notice described in Section 1.1, above, (a) the Town shall be committed to pay all costs associated with (i) the relocation of the building shown on Lot 2 on Exhibit A, commonly known as the "Lima Cottage"; (ii) storm water discharge off of Lots 1, 2, and 3 of the Hospital Property, as shown on Exhibit A (the "Subject Property"), and connections to all related utilities and improvements required therefor; and (iii) any driveways,

utilities, relocation of improvements, or any other alterations required in connection with the easements located on the Subject Property; and (b) in the event a Zoning Article (defined below) is not approved prior to the grant of the easements discussed in Section 1.1, above, then the Town shall be committed to take all steps necessary to ensure that the Subject Property remains in compliance with applicable municipal requirements, including, without limitation, zoning and building code requirements

- 1.2.2 The Town agrees to place on the April 2017 Annual Town Meeting Warrant for a vote of Town Meeting an article to rezone the Subject Property to place the Subject Property in the Commercial Neighborhood Zone and the Nantucket Cottage Hospital Overlay District to allow all uses permitted in such zone and district, including, but not limited to, apartment uses (a “Zoning Article”).
- 1.2.3 During the Term of this Agreement, the Hospital agrees not to place any permanent structures or improvements in the Construction Easement Area and the Transportation Easement Area and not to make any improvements to or re-locate the structure of the Lima Cottage which will impact the construction of the Four Corners Project by the Town. The Town acknowledges that the Lima Cottage is located in the Construction Easement Area and the Transportation Easement Area and that the Lima Cottage’s current location and existing improvements thereto are not a violation of this Section 1.2.3.

1.3 Consideration Paid to Town

In the event that for any reason the Hospital does not convey the Easements to the Town, including the termination or expiration of this Agreement, then upon thirty (30) days written notice from the Town, the Hospital agrees to pay to the Town an amount equal to one dollar (\$1.00) per square foot of the Unnamed Property in consideration for the deed of the Unnamed Property.

1.4 Ongoing Maintenance

Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to limit, in any way, the Hospital’s rights to (i) undertake any ordinary or deferred maintenance, upgrades and/or repairs to the properties subject to the Easements; and (ii) to reconstruct improvements at the properties subject to the Easements in the event of a casualty.

1.5 Zoning Article

In the event a Zoning Article is not approved at the April 2017 Annual Town Meeting, the Town agrees to place a Zoning Article on the 2018 Annual Town Meeting Warrant for a vote of Town Meeting. In the event that the subsequent 2018 Annual Town Meeting fails to approve of the Zoning Article, then the Town agrees to support a Citizen’s Petition Zoning Article as defined in Section 1.2.2. The provisions of this Section 1.5 shall survive the termination of this Agreement.

ARTICLE 2.
THE FOUR CORNERS PROJECT

2.1 The Four Corners Project

In the event the Hospital grants the Easements to the Town upon the terms set forth herein, the Four Corners Project shall be constructed in substantially the location and configuration shown on Exhibit A, except as the Town may revise due to changes in the design of the Project and the Town shall, at its sole cost and expense, be solely responsible, in perpetuity, for the construction, operation, and maintenance of the Four Corners Project.

ARTICLE 3.
TERM

3.1 Term

The term of this Agreement ("Term") will be for five (5) years commencing on the Effective Date and shall be automatically extended without notice for an additional five (5) year term terminating on the 10th (10th) anniversary of the Effective Date, unless the Town delivers notice to the Hospital not to extend the Term or to terminate the Term earlier at its sole discretion. If on or after the fifth (5th) anniversary of the Effective Date the Four Corners Project is abandoned or is no longer being pursued or the Town delivers notice to the Hospital to terminate the Agreement any time during the Term and its extension , then the Parties agree to work together to terminate this Agreement. Upon expiration of the Term, this Agreement shall terminate and the Parties shall have no further obligations hereunder except as expressly set forth herein.

ARTICLE 4.
MISCELLANEOUS

4.1 Continued Cooperation

The Parties shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver within a reasonable time such reasonable and customary instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby, including any and all documents required for the Grants for the funding of the Project. Except for such instruments and documents as the Parties were originally obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability.

4.2 Modifications

This Agreement may not be modified except by the written agreement of the Parties.

4.3 Gender and Number

Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

4.4 Captions

The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

4.5 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.6 Counterparts

This Agreement may be executed in multiple counterparts, each of which when taken together shall constitute a fully executed original document. Additionally, signatures transmitted by Portable Document Format (PDF) may be used in place of original signatures, the Parties hereby agreeing to waive any defenses to the enforcement of the terms of this instrument based on such form of signature.

4.7 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

4.8 No Third Party Rights

Nothing in this Agreement, express or implied, shall confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

4.9 Relationship of the Parties

Nothing contained herein shall be construed as a creating a relationship of principal and agent or of partnership or joint venture between the Parties.

4.10 Notices

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (b) by overnight delivery using a nationally recognized overnight courier, (c) by personal delivery, or (d) by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section 4.10. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof). Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic

mail address. Except for electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Hospital shall be deemed given by the Hospital and notices given by counsel to the Town shall be deemed given by the Town.

If to the Hospital:

Nantucket Cottage Hospital
57 Prospect Street
Nantucket, MA 02554
c/o Dr. Margot Hartmann
President and CEO
Email: mhartmann1@partners.org

with copies to:

Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110-3333
Attn: John E. Twohig, Esq.
Email: jtwohig@goulstonstorrs.com

If to the Town:

Nantucket Town Manager
16 Broad Street
Nantucket, MA 02554
Attn: Elizabeth C. Gibson, Town
Manager
Email: lgibson@nantucket-ma.gov

with copies to:

KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Vicki S. Marsh, Esq.
Email: vmarsh@k-plaw.com

4.11 Recitals

The Recitals set forth above are incorporated into and made a part of this Agreement as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as an instrument under seal as of the date first written above.

[Nantucket Cottage Hospital]

By: _____

Name: _____

Title: _____

Hereunto duly authorized

TOWN OF NANTUCKET,
By its Board of Selectmen

James R. Kelly

Dawn E. Hill Holdgate

Rick Atherton

Robert DeCosta

Matthew G. Fee

564476/NANT 19713/0042

EXHIBIT A

Plan of Four Corners Project

[Attached.]

DRAFT

EXHIBIT A-1

Hospital Property Title Documents

[Attached.]

DRAFT

EXHIBIT B

Plan of Unnamed Property

[Attached.]

DRAFT

EXHIBIT B-1

Form of Deed of Unnamed Property

[Attached.]

DRAFT

EXHIBIT C

Form of Easement Agreement

[Attached.]

DRAFT

EXHIBIT D-1

Plan of Construction Easement

[Attached.]

DRAFT

EXHIBIT D-2

Plan of Transportation Easement

[Attached.]

QUITCLAIM DEED

The **TOWN OF NANTUCKET**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having an address Town & County Building, 16 Broad Street, Nantucket, Massachusetts 02554 (“Grantor”), for One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the authority of Article 103 voted upon at the 2016 Annual Town Meeting, a certified copy of which is attached hereto GRANTS to

NANTUCKET COTTAGE HOSPITAL, a Massachusetts corporation having an address of 57 Prospect Street, Nantucket, Massachusetts 02554 (“Grantee”), with QUITCLAIM COVENANTS, the parcels of land off South Prospect Street and Vesper Lane, in Nantucket, Massachusetts shown as “Parcel 1”, “Parcel 2”, “Parcel 3”, “Parcel 4”, and “Parcel 5” on a plan of land entitled “Taking and Disposition Plan of Land in Nantucket, MA, Prepared for Nantucket Cottage Hospital,” dated July 16, 2015, prepared by Blackwell & Associates, Inc., and recorded with the Nantucket County Registry of Deeds as Plan No. 2016-49. Each Parcel contains the following square feet, more or less respectively; Parcel 1 contains 2,767 square feet; Parcel 2 contains 11,917 square feet; Parcel 3 contains 6,310 square feet; Parcel 4 contains 2,907 square feet and Parcel 5 contains 3,386.

The conveyance is made together with and subject to all recorded easements, conditions, restrictions and agreements and all other matters of record that lawfully apply to the property hereby conveyed.

No deed stamp taxes are due on this conveyance pursuant to G.L. c. 64D, §1.

For Grantor’s title see, Order of Land Court for Withdrawal from Registration dated May 6, 2016 recorded with Nantucket County Registry of Deeds in Book 1538, Page 330 and Order of Taking by Eminent Domain dated June 22, 2016, recorded with said Deeds in Book 1546, Page 75, and filed with Nantucket Registry District of the Land Court as Document No. 152094.

Executed under seal as of the ____ day of _____, 2016.

TOWN OF NANTUCKET,
By its Board of Selectmen

James R. Kelly

Dawn E. Hill Holdgate

Rick Atherton

Robert DeCosta

Matthew G. Fee

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared James R. Kelly, Dawn E. Hill Holdgate, Rick Atherton, Robert DeCosta, and Matthew G. Fee, proved to me through satisfactory evidence of identification which was personal knowledge to be the persons whose names are signed on the preceding or attached document and acknowledged to me that each of them signed it voluntarily for its stated purpose as a duly authorized member of the Board of Selectmen of the Town of Nantucket.

Notary Public

My commission expires:_____

564275/NANT19713/0042



2010 STANDARD
By: Pg. 2 Page 8
Doc. PLAN 05050518 02:01 PM

NANTUCKET REGISTRY OF DEEDS
Date: 5/20/2016
Time: 2:01pm
Plan No.: 2016-49
Plan Name: NANTUCKET HOSPITAL
Sheet: 1 OF 1
RESERVED FOR REGISTRY USE

- LEGEND**
- shCB ■ SHOWN CONCRETE BOUND WITH DELINEATOR POUND
 - CB ■ SHOWN CONCRETE BOUND POUND
 - CRB ■ SHOWN CEMENT ROAD BOUND POUND
 - (TD) ■ SHOWN ROAD POUND
 - (D) ■ SHOWN ROAD POUND DISTANCE
 - (FNL) ■ SHOWN ROAD POUND NOT LOCATED
 - (NF) ■ SHOWN ROAD NOT FOUND

REFERENCE 2015 ATM ARTICLES 103 & 103
TAKING AND DISPOSITION
Plan of Land
in
Nantucket, MA
Prepared for
NANTUCKET COTTAGE HOSPITAL

Scale: 1" = 30' JULY 16, 2015

BLACKWELL & ASSOCIATES, Inc.
Professional Land Surveyors
20 TEASDALE CIRCLE
NANTUCKET, MASS. 02554
(508) 228-8026

Nantucket Board of Selectmen

Being a majority:
[Signature]
[Signature]
[Signature]
Date Signed: _____

Nantucket Planning Board

APPROVAL UNDER THE
SUBDIVISION CONTROL LAW
NOT REQUIRED
[Signature]
[Signature]
Date Signed: 5-9-16 7963
FILE #

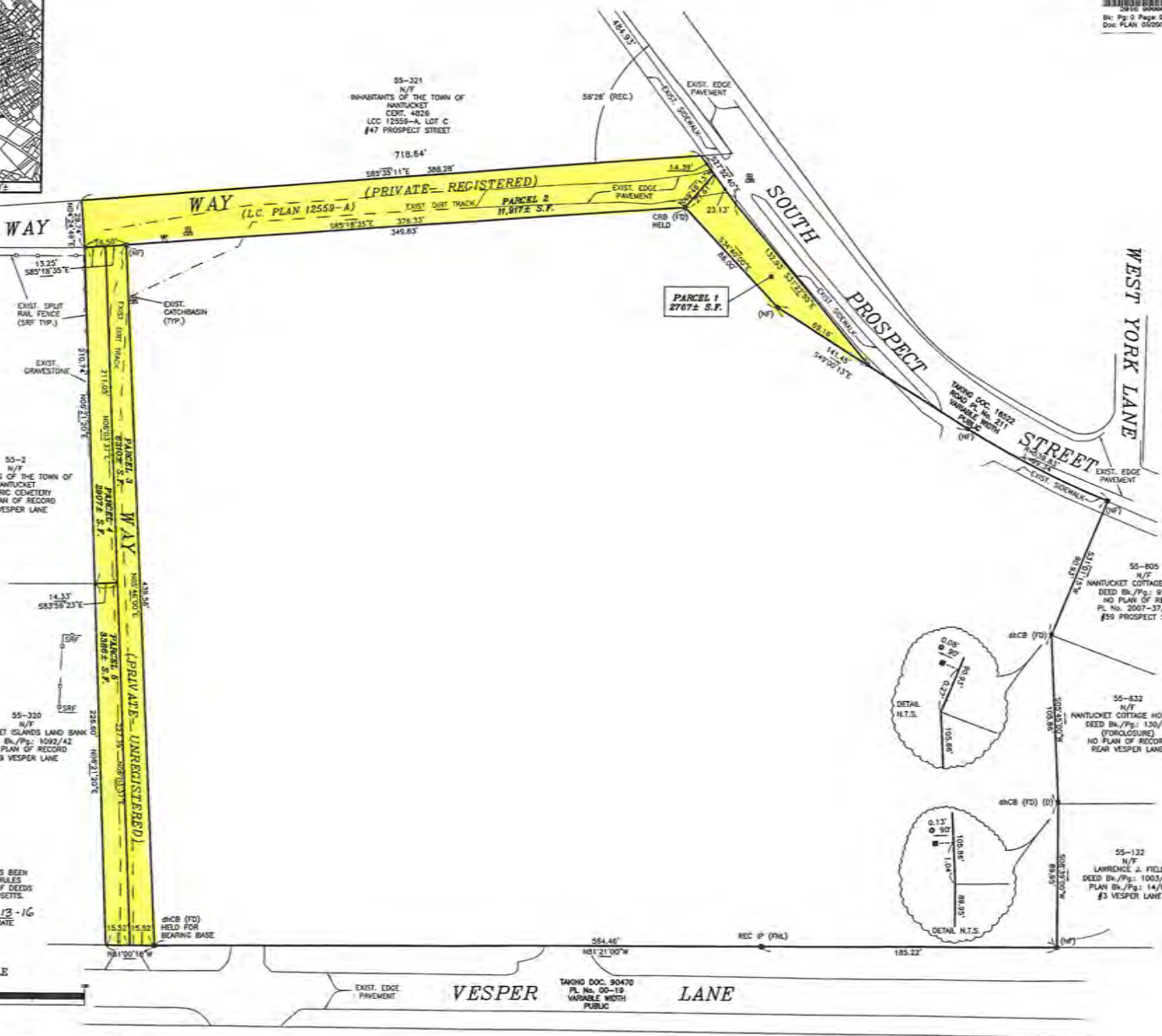
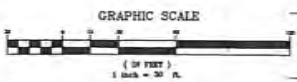
CURRENT ZONING CLASSIFICATION:
Commercial-Highway (CH)
MINIMUM LOT SIZE: 7,500 S.F.
MINIMUM FRONTAGE: 50 FT.
FRONT YARD SETBACK: 10 FT.
SIDE/REAR SETBACK: 5/10 FT.
GROUND COVER %: 40%

OWNER INFORMATION
NANTUCKET COTTAGE HOSPITAL, INC.
CERT. 3002
LOC. 2403-A
ASSESSOR'S MAP 55, PARCEL 3
#57 PROSPECT STREET

55-2
N/T
INHABITANTS OF THE TOWN OF
NANTUCKET
HISTORIC CEMETERY
NO PLAN OF RECORD
#1 VESPER LANE



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN
PREPARED IN ACCORDANCE WITH THE RULES
AND REGULATIONS OF THE REGISTER OF DEEDS
OF THE COMMONWEALTH OF MASSACHUSETTS.
[Signature] 5-13-16
PROFESSIONAL LAND SURVEYOR DATE



MEMORANDUM

TO: C. Elizabeth Gibson, Town Manager, Town of Nantucket
Kara Buzanoski, Director of Public Works, Town of Nantucket
FROM: George Aronson, Principal, CRMC
RE: Transport of Composter Residuals to the Mainland by Barge
DATE 15 August 2016

By request of the Board of Selectmen, this memorandum addresses transport of Composter residuals to the mainland by barge as compared to either disposal in the proposed Cell 3A or transport by truck and commercial ferry service to disposal sites on the mainland. For the non-barge options, the life-cycle costs to the Town for disposal of Composter residuals over a seven-year period are as follows:

- For disposal of residual materials in Cell 3A, projected costs range from **\$74** per ton to **\$89** per ton, equivalent to the range of \$2.14 million to \$2.54 million in total cost.
- For transport by truck and the Steamship Authority (SSA) commercial freight ferry to disposal sites on the mainland, projected costs range from **\$143** per ton to **\$170** per ton, equivalent to the range of \$4.26 million to \$5.06 million in total cost - \$2.12 million to \$2.52 million more than the ends of the range of costs for construction of Cell 3A (see Attachment A). The lower bound on the range of costs reflects an additional disposal option not considered in the original memorandum.

The analysis of barge transport options indicates the following:

- The life-cycle cost for residuals management with transport by barge to the mainland would be substantially higher than the projected costs for construction and use of Cell 3A. The cost of an option that includes barge transport would likely exceed the range of **\$134** per ton to **\$164** per ton, equivalent to a range of \$3.99 million to \$4.87 million in total cost. These costs, which overlap the range of costs for transport by the SSA ferry, are \$1.85 million to \$2.33 million more than the lower and upper bounds on the range of costs for construction of Cell 3A (see Attachment A).
- This finding is largely independent of transportation costs, because projected disposal costs on the mainland (\$75 per ton to \$100 per ton) would likely exceed projected total costs for disposal of residual materials in Cell 3A, even if transportation costs are minimal or zero.
- The projected costs of using a barge comparable to that operated by Toscana Corporation, if the service could be arranged and equipment could be made available, are elevated, because that approach would require the use of a substantial number of covered or enclosed 30-yard containers rather than 100-yard trailers.

- Development of a new barge or freight service that could accommodate loads of Composter residuals in 100-yard trailers is not projected to be cost-competitive with the use of the SSA commercial freight ferry.
- None of the mainland options for disposal of Composter residuals account for the cost impacts of not constructing Cell 3A on accelerating the closure of Cells 2A and 2B, or for the cost impacts of accelerating closure of the full landfill site, including Cells 1A, 1B and 1C.

The remainder of this memorandum describes the production of the Composter residuals, and presents non-barge and barge systems for transporting composter residuals to the mainland for disposal, with preliminary evaluation of feasibility and projected costs for use of a barge comparable to that used by Toscana and for development of a new commercial service. The memorandum also describes briefly findings from studies and analyses of barge and freight service from the island of Martha's Vineyard to New Bedford, and reviews other costs of not constructing Cell 3A.

Production of Composter residuals

The Town's contractor, Waste Options Nantucket, LLC (Waste Options), owns and operates a mixed-waste composting facility (the Composter) that accepts a mixture of MSW, sewage sludge and manure for processing. These materials are loaded together into a slowly-turning 180-foot drum, where they undergo a first stage of biological degradation. The materials discharged from the drum are then conveyed to a trommel screen. Materials that pass through the holes in the screen are moved to aerated piles inside the Aeration Building, where they undergo a second stage of biological degradation. Materials that pass through the trommel, but do not pass through the holes in the screen, become residuals and are sent to a baler.

The Composter produces approximately 4,000 tons per year of baled residuals per year, comprised mostly of film plastics contaminated with other inert and un-composted materials and carrying the odor of partially composted MSW, sewage sludge and manure. The residuals are produced in the form of tied bales with dimensions of three feet by four feet by five feet (60 cubic feet, or 2.2 cubic yards, per bale) that weigh approximately 2500 pounds each. The Composter processes sufficient material to produce approximately 500 bales per month in July and August; 260 to 360 bales per month in May, June and September; and 150 to 240 bales per month the remainder of the year. Note that the Aeration Building has the capacity to store up to 300 bales of residuals in an enclosed and ventilated building where the air exhaust is treated in a bio-filter to remove odors. Under existing conditions, the bales are stored inside the Aeration Building until moved to Cell 2B of the landfill for disposal. Cell 2B is projected to reach capacity by the end of calendar year 2016, at which time an alternative method of disposal will be required.

Non-barge options for transport and disposal of Composter residuals

A previous memo had projected life-cycle costs to the Town of Composter residuals over a seven-year period, for two options that did not include a barge system, as follows:

- If Cell 3A is constructed, accounting for amortized construction and closure costs, projected costs ranging from **\$74** per ton to **\$89** per ton, equivalent to the range of \$2.14 million to \$2.54 million in total cost.
- If Cell 3A is not constructed, for transport by truck and SSA commercial ferry service to disposal sites on the mainland, a projected cost of **\$170** per ton, equivalent to \$5.06 million in total cost.

Subsequent investigation of disposal options for the residuals identified a Massachusetts disposal facility operator that might be willing to accept the bales if the baling ties are pre-cut before being off-loaded. The disposal facility is located within 35 miles, or approximately a 40-minute drive, of the New Bedford waterfront (the travel distance to the Hyannis waterfront is somewhat longer). An indicative tip fee was quoted in the mid-70s per ton. Modifying the prior analysis to account for this disposal option at \$75 per ton, and assuming transportation of the residuals via 100-yard trailers that use the SSA commercial freight ferry, the life-cycle cost for residuals disposal might be projected to be as low as **\$143** per ton, equivalent to \$4.26 million in total cost.

Barge options for transport and disposal of Composter residuals

Two alternatives to the use of the SSA commercial freight ferry to transport Composter residuals to the mainland might include:

- Use of the existing barge operated by Toscana Corporation (Toscana) or operation of a similar barge by others through a comparable arrangement; or
- Development of a new barge service with the SSA, Toscana, or a private barge operator.

Use of the Toscana barge or a comparable barge

At present, Toscana operates a freight barge to move materials between Nantucket and its dock in New Bedford as an alternative to the SSA commercial freight ferry for certain bulk and containerized materials¹. The Toscana barge service is set up to accommodate deck-loaded materials (such as aggregate and soils) and 30-yard containers, and cannot accept multiple loaded

¹ Island Barge, Inc., which was a competitor, no longer offers commercial freight service by barge from Nantucket. R.M. Packer Company, which operates barges to the mainland from Martha's Vineyard to a private dock in New Bedford via Tisbury Towing and Transportation, Inc., does not normally serve Nantucket.

100-yard trailers due to weight and space limitations. Baled residuals could not be transported by barge on a deck-loaded basis due to the potential for fugitive odors and for unacceptable environmental impacts from run-off of moisture from the material. Rather, use of the Toscana barge, or a comparable barge, would necessarily require the bales to be loaded into 30-yard containers (which would need to be covered or lidded²). Moreover, waste materials cannot be transferred legally between 30-yard containers and larger trailers at the docks or at any location that does not have the required permits from the Mass DEP and local Board of Health (a site assignment and a solid waste facility permit). Thus, unless moved to a licensed transfer station, the baled residuals would need to stay in the 30-yard containers for the entire journey from the Composter to the disposal site. Transportation of the bales in this manner could involve the following, provided that Toscana or another barge operator could, and would be willing to, acquire and dedicate equipment to accommodate the level of demand that would be required (which has not been confirmed):

- Load the baled residuals from the Aeration Building into 30-yard containers. Assume for this analysis that a container can accept eight to twelve bales (10 to 15 tons) without exceeding volume or weight limits, and that the baling ties would be cut as the bales are either placed in or removed from the containers (the number of bales that each container could accept would need to be confirmed). In this case, removal of baled residuals would require up to 50 container loads per month in July and August, 26 to 36 container loads in May, June and September; and 15 to 24 container loads per month for the remainder of the year.
- Move the containers onto the Toscana barge at the SSA commercial freight dock, and have a tug pull the barge from Nantucket to New Bedford to the Toscana dock, to the State Pier or to another dock. Assuming that a barge can hold seventeen 30-yard containers, there would need to be the equivalent of three to four full barge loads of containers in each of July and August; one to two full barge loads in May, June and September; and approximately one full barge load per month for the remainder of the year. For efficient operation, space would be needed at the dock for storage of incoming and returning containers. A detailed analysis of the space, time and resources needed to load the containers onto a barge within available constraints has not been performed.
- At the dock, off-load the containers of baled residuals from the barge in order to move the material to the disposal destination. It is presumed that the fleet of container trucks used to off-load the containers from the barge in New Bedford would be different from the fleet of container trucks used to move the containers from the Aeration Building to the SSA dock in Nantucket, that the trucks are not transported with the containers, and that the truck drivers need not ride on the tug along with the barge. Again, dock space would be needed for storage of incoming and returning containers. A detailed analysis of the space, time and resources

² Alternatively, the bales might be wrapped in plastic, which would necessitate equipment and ongoing costs for the plastic wrapping operation, as well as a disposal facility willing to accept wrapped bales.

needed to unload the containers from a barge to appropriate container trucks within available constraints has not been performed.

An accurate cost estimate would require significant analysis of the logistics for loading, moving and unloading the containers at each step of the process, and for barge-related costs. On a preliminary basis³, presuming that containers, trucks and other equipment can be procured efficiently as needed, and that drivers can be contracted on a commercial basis, costs can be estimated as flows:

- At least \$20 to \$30 per ton to move containers from the Composter to the barge at the Nantucket dock and from the New Bedford dock to the disposal facility, not including additional costs for container storage at either dock and for container lidding and de-lidding.
- All-in cost for barge transportation estimated in the range of \$39 to \$59 per ton based on an estimate of \$10,000 per round trip to bring containers to the New Bedford dock and return empty containers to the Nantucket SSA dock.
- Disposal costs ranging from \$75 per ton to \$100 per ton as described previously.

Based on the above, on a preliminary basis, it appears that the life-cycle cost for residuals management with transport by barge to the mainland would almost certainly have a substantially higher cost than the projected costs for construction and use of Cell 3A. The projected cost of an option that includes barge transport would likely exceed the range of **\$134** per ton to **\$164** per ton, equivalent to the range of \$3.99 million to \$4.87 million in total cost. This finding is largely independent of transportation costs. Projected disposal costs on the mainland (\$75 per ton to \$100 per ton) would likely exceed projected total costs for disposal of residual materials in Cell 3A (\$74 per ton to \$89 per ton), even if transportation costs from the Composter to the mainland disposal site are minimal or zero.

Development of a new barge service

Barge transport of 110-yard trailers rather than 30-yard containers offers the potential for lower transport costs from the Composter to the SSA dock and from the New Bedford dock to the disposal site, but a full evaluation of a new barge system with capability to transport 110-yard trailers would involve substantial effort. In this context, it is worth noting that the towns on Martha's Vineyard have studied the feasibility and cost of a new barge system for transportation of solid waste and other freight to the mainland over a period of years. This analysis relies in part on findings from those analyses as the basis for a preliminary assessment.

³ The general approach presented here was discussed with representatives of Toscana, the SSA and the Martha's Vineyard Refuse Disposal & Resource Recovery District. The preliminary costs presented here were compared against cost estimates from a study performed by the SSA and a study performed by an independent engineering firm for Martha's Vineyard.

Unprocessed MSW from the island of Martha's Vineyard is shipped to the mainland from two sources: the Towns of Tisbury and Oak Bluffs (Tisbury/Oak Bluffs), which use a private transfer station to send MSW to the Crapo Hill Landfill in New Bedford, Massachusetts; and the Martha's Vineyard Refuse Disposal & Resource Recovery District (the MV District), which sends MSW to the Covanta SEMASS facility in Rochester, Massachusetts. Both Tisbury/Oak Bluffs and the MV District move MSW to the mainland via trucks that use the SSA commercial ferry. The MV District in particular moves waste materials in up to five 118-cubic-yard walking floor trailers per day during summer peak months.

A 2012 study performed for Tisbury/Oak Bluffs evaluated the feasibility of establishing a port-to-port containerized freight service from Martha's Vineyard to New Bedford for transporting MSW and C&D waste to mainland disposal facilities by either truck or rail. That study estimated the port-to-port barge-related costs of transport to be approximately \$60 per ton, based on newly-purchased barges, each loaded with 20 new top-loaded sealed containers holding 18 tons each. The 2012 study assumes use of standard pick-up and drop-off container mechanisms on a roll-on, roll-off basis. The cost of barging from the 2012 study compares unfavorably with trucking and SSA ferry costs for Tisbury/Oak Bluffs of \$1000 per trip, which are equivalent to \$35.71 per ton at 28 tons per load. Note that the 2012 study assumes that loads of MSW are supplemented with loads of construction and demolition debris and other compatible materials and freight in order to utilize the barge capacity on a year-round basis to the extent feasible⁴.

A study released by SSA staff in April 2016 reviews the feasibility of providing general freight service between Martha's Vineyard and New Bedford. That study contemplates a summer seasonal freight service operating only on weekdays, with two round-trips per day on a chartered freight vessel. The 2016 study states that the SSA would need to charge a one-way fare of \$403 for a 64-foot truck, or \$806 per round-trip. The 2016 study specifically identifies a number of challenges related to handling MSW that would also apply to an arrangement for barge transport of Composter residuals from Nantucket to New Bedford, including "...handling costs associated with transferring baled solid waste, ... loading the bales onto barges, then unloading them when the barges arrive at the... New Bedford facility, and then transporting them to a landfill". The 2016 study then states that "...the staff does not believe that such a barge operation can be implemented quickly or that, even after it is implemented, it will result in a freight service that adequately addresses the concerns and needs of the interested constituent communities." The 2016 study recommends that the SSA entertain proposals for private barge and tug service for transporting freight vehicles on a roll-on, roll-off basis, but does not project related costs.⁵

⁴ "Feasibility of Establishing a Port-to-Port Containerized Transportation Service between New Bedford and Martha's Vineyard," prepared by HDR Engineering, Inc., for the Towns of Tisbury and Oak Bluffs, May 2012.

⁵ "Preliminary Report on the Feasibility of Providing Freight Service Between New Bedford and Martha's Vineyard," April 12, 2016, page 16.

Note that costs for a barge service between Nantucket and New Bedford would inevitably be higher than the costs between Martha's Vineyard and New Bedford, because of the significant additional distance and travel time. The cost of \$60 per ton from the 2012 Tisbury/Oak Bluffs study, even if the additional costs of a Nantucket embarkation point are ignored, would lead to a round-trip cost of over \$1300 for a 22-ton load of Composter residuals. Combined with the minimum tip fee of \$75 per ton for disposal and the additional costs of transport from the Composter to the Nantucket dock, and from the New Bedford dock to the disposal facility, such approach would not be cost-competitive with the use of the SSA commercial freight ferry. Similarly, a round-trip fare of \$806 per trip (more than \$36 per ton) based on the SSA study from 2016, in combination with the other costs cited previously, would not yield an option that would be cost-competitive with the use of the SSA commercial freight ferry.

Other costs of not constructing Cell 3A

The costs discussed above do not account for the impacts of not constructing Cell 3A on accelerating the closure of Cells 2A and 2B and the closure of the entire landfill site, including Cells 1A, 1B and 1C. In particular:

- Regarding acceleration of closure costs, landfill Cell 2A, although inactive, has not been closed and capped to this point, because the design of its liner system is linked to the design of the liner system proposed for the closure of Cell 3A. Similarly, landfill Cell 2B, which is current active, is not scheduled to be closed immediately after it reaches capacity, because the design of its final liner system is also linked to the design of the liner system proposed for the closure of Cell 3A. If Cell 3A is not constructed, however, there would be no justification for further deferral of the closure of the inactive Cells 2A and 2B. In such event, it is recommended that the Town prepare to proceed with closure of both cells. The Town has maintained unused borrowing authority of \$633,000 to prepare for the closure of these landfill cells, but has not evaluated what the closure might ultimately cost in the event that Cell 3A is not constructed and the closure design is changed accordingly. Additional closure costs, involving use of additional borrowing authority, would likely be required.
- Regarding acceleration of closure costs for Phases 1A, 1B and 1C, a decision not to construct Cell 3A would re-open the basis for the final closure of the entire landfill site upon the expiration of the landfill mining program, which is scheduled for not later than June 30, 2019. If Cell 3A were to be constructed and operating, the Town would have a basis for deferring certain closure costs, because of interrelations between the closure of Cell 3A and the closure of the entire site. If Cell 3A is not constructed, then there would be no such basis for deferring closure costs, and the Town would need to prepare for closure of the entire site not later than 2021. The most recent estimate of the cost of final closure of the entire landfill site are in the range of \$6.0 million to \$8.2 million. The Town has not set aside unused borrowing authority or otherwise prepared a specific plan to pay for such closure costs.

Attachment A
Summary of Projected Costs

| | Cell 3A | | Mainland via SSA Ferry | | Mainland via Barge | |
|--|----------|-----------|---------------------------|-----------|-----------------------|-----------|
| | Low case | High case | Low case | High case | Low case | High case |
| Equivalent cost per ton, 2017 | \$74 | \$89 | \$143 | \$170 | \$134 | \$164 |
| Equivalent total cost, 2017 to 2024 | \$2.14 M | \$2.54 M | \$4.26 M | \$5.06 M | \$3.99 M | \$4.87 M |
| Extra total cost vs. Cell 3A, 2017 to 2024 | --- | --- | \$2.12 M | \$2.52 M | \$1.85 M | \$2.33 M |

Town of Nantucket, Massachusetts
Capital Improvement Plan
 2018 thru 2027

PROJECTS BY DEPARTMENT

| Department | # | Priorit | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|--|-------------|---------|----------------|---------|------|---------|---------|--------|---------|---------|---------|---------|----------------|
| Facilities | | | | | | | | | | | | | |
| 20 S. Water St - Waterproof Rear Wall | FAC-18-001 | 1 | 10,000 | | | | | | | | | | 10,000 |
| 20 S. Water St - Plaster or Gypsum Board & Pntng | FAC-18-002 | 1 | 43,500 | | | | | | | | | | 43,500 |
| 20 S. Water St - Install Fire Detection | FAC-18-003 | 1 | 32,958 | | | | | | | | | | 32,958 |
| 20 S. Water St - Install/Replace interior lighting | FAC-18-004 | 1 | 54,708 | | | | | | | | | | 54,708 |
| 20 S. Water St - Install/Replace Emrgncy Lghtng | FAC-18-005 | 1 | 23,004 | | | | | | | | | | 23,004 |
| 20 S. Water St - Distribution and wiring system | FAC-18-006 | 1 | 105,447 | | | | | | | | | | 105,447 |
| 3 E. Chestnut | FAC-18-007 | 1 | 10,000 | | | | | | | | | | 10,000 |
| Visitor Services | FAC-18-008 | 1 | 5,000 | | | | | | | | | | 5,000 |
| PLUS Bldg Improvements | FAC-18-009 | 1 | 10,000 | | | | | | | | | | 10,000 |
| DPW Admin Bldg - Roofing | FAC-18-010 | 1 | 30,000 | | | | | | | | | | 30,000 |
| Facilities Total | | | 324,617 | | | | | | | | | | 324,617 |
| Fire Department | | | | | | | | | | | | | |
| Replace Ambulance #1 | FIRE-17-002 | 1 | | 289,000 | | | | | | | | 381,000 | 670,000 |
| Replace Ambulance #2 | FIRE-17-003 | n/a | 279,000 | | | | | | | | 368,000 | | 647,000 |
| Utility Truck | FIRE-18-002 | 1 | | | | | | | | | | 85,000 | 85,000 |
| Fire Prevention/Ins C5 | FIRE-18-003 | n/a | | 43,000 | | | | | | | | 56,000 | 99,000 |
| Sconset Fire Station Feasibility Study | FIRE-18-004 | 1 | 100,000 | | | | | | | | | | 100,000 |
| Fire Supr/Ins C4 | FIRE-19-001 | 1 | | | | | | | | 53,000 | | | 53,000 |
| Ambulance 3 | FIRE-21-001 | 1 | | | | 310,000 | | | | | | | 310,000 |
| Engine 3 | FIRE-22-001 | n/a | | | | | 460,000 | | | | | | 460,000 |
| Command C1 | FIRE-23-001 | 1 | | | | 46,000 | | | | | | | 46,000 |
| Engine 1 | FIRE-24-001 | 1 | | | | | | | 660,000 | | | | 660,000 |
| Command C2 | FIRE-24-002 | 1 | | | | | | 49,000 | | | | | 49,000 |
| Ambulance 4 | FIRE-25-001 | 1 | | | | | | | | 355,000 | | | 355,000 |
| Replace Engine 2 | FIRE-25-002 | 1 | | | | | | | | 525,000 | | | 525,000 |

| Department | # | Priorit | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|--------------------------------|-------------|---------|-------------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|----------------|-------------------|
| Ladder Truck | FIRE-26-001 | 1 | | | | | | | | | 1,500,000 | | 1,500,000 |
| Engine 4 | FIRE-26-003 | 1 | | | | | | | | | 705,000 | | 705,000 |
| Fire Department Total | | | 379,000 | 332,000 | | 356,000 | 460,000 | 49,000 | 660,000 | 933,000 | 2,573,000 | 522,000 | 6,264,000 |
| Our Island Home | | | | | | | | | | | | | |
| Our Island Home Facility | OIH-17-005 | 1 | 37,500,000 | | | | | | | | | | 37,500,000 |
| Our Island Home Total | | | 37,500,000 | | | | | | | | | | 37,500,000 |
| Police Department | | | | | | | | | | | | | |
| Replace Dispatch Equipment | PUBL-18-002 | 1 | 930,150 | | | | | | | | | | 930,150 |
| Patrol Boat Replacement | PUBL-21-001 | 1 | | | | 150,000 | | | | | | | 150,000 |
| Police Department Total | | | 930,150 | | | 150,000 | | | | | | | 1,080,150 |
| Public Works | | | | | | | | | | | | | |
| 6 Wheel Dump Truck | DPW-17-010 | 1 | | | 200,000 | 200,000 | 200,000 | | | | | | 600,000 |
| 10 Wheeler | DPW-17-011 | 1 | | | | 220,000 | 220,000 | | | | | | 440,000 |
| Pick-up Truck w/plow | DPW-17-012 | 1 | 60,000 | | 120,000 | 120,000 | 120,000 | | | | | | 420,000 |
| Public Works garage | DPW-18-001 | n/a | | 10,000,000 | | | | | | | | | 10,000,000 |
| Sweeper | DPW-18-002 | n/a | | | 250,000 | | | 250,000 | | | | | 500,000 |
| One ton dump truck w/plow (9) | DPW-18-003 | n/a | 80,000 | 80,000 | 85,000 | | | 85,000 | | | | | 330,000 |
| Tractor | DPW-18-004 | 1 | | 180,000 | | 180,000 | | 180,000 | | | | | 540,000 |
| Loader | DPW-18-005 | n/a | 200,000 | | | 200,000 | | | | | | | 400,000 |
| Bucket Truck with Chipper | DPW-18-006 | 1 | 250,000 | | | | | | | | | | 250,000 |
| Grader | DPW-18-007 | 1 | 200,000 | | | | | | | | | | 200,000 |
| Leaf/Rubbush Vacuum Truck | DPW-18-008 | 1 | 100,000 | | | | | | | | | | 100,000 |
| Screenner | DPW-19-001 | 1 | | 50,000 | | | | | | | | | 50,000 |
| Skid Steer | DPW-19-002 | 1 | | 150,000 | | | | 150,000 | | | | | 300,000 |
| Chipper | DPW-22-001 | 1 | | | | | 50,000 | | | | | | 50,000 |
| Public Works Total | | | 890,000 | 10,460,000 | 655,000 | 920,000 | 590,000 | 665,000 | | | | | 14,180,000 |
| School Department | | | | | | | | | | | | | |
| Window Replacement | NPS-17-004 | 1 | | | | 150,000 | 150,000 | | | | | | 300,000 |
| NHS Building Improvements | NPS-17-005 | 1 | 100,000 | | 200,000 | | 200,000 | 100,000 | | 200,000 | | | 800,000 |
| Paving at NHS/CPS | NPS-18-001 | n/a | 300,000 | | | | | | | | | | 300,000 |
| CPS Building Improvements | NPS-18-003 | 1 | 100,000 | | 100,000 | | 100,000 | 100,000 | | 100,000 | | | 500,000 |
| NES Building Improvements | NPS-18-004 | 1 | 100,000 | | 100,000 | | 100,000 | 100,000 | | 100,000 | | | 500,000 |
| NHS/CPS HVAC upgrade | NPS-18-005 | 1 | 450,000 | | | | | | | | | | 450,000 |

| Department | # | Priorit | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|---|--------------|---------|-------------------|-------------------|------------------|------------------|------------------|----------------|------------------|------------------|---------|------|-------------------|
| Backus Lane Playground & Field Improvements | NPS-18-006 | n/a | 375,000 | | | | | | | | | | 375,000 |
| Outside Basketball hoops/all courts | NPS-19-001 | 1 | | 50,000 | | | | | 50,000 | | | | 100,000 |
| Grounds Equipment | NPS-19-002 | 2 | | 100,000 | | | | | 100,000 | | | | 200,000 |
| NHS Façade Paint and Repair | NPS-19-003 | 1 | | 150,000 | | | | | | | | | 150,000 |
| Parking Lot Lighting | NPS-19-004 | 1 | | 50,000 | | | | | | | | | 50,000 |
| NHS Roof | NPS-19-005 | 2 | | 200,000 | 200,000 | | | | | | | | 400,000 |
| HS Fields/Track/Stadium | NPS-19-006 | 1 | | 750,000 | 750,000 | 500,000 | 500,000 | 500,000 | 500,000 | 500,000 | | | 4,000,000 |
| Fixtures/Furniture/Equipment | NPS-21-001 | 1 | | | | 200,000 | | | | | | | 200,000 |
| NHS/CPS Sidewall Replacement | NPS-21-002 | 1 | | | | 250,000 | 250,000 | | | | | | 500,000 |
| NES Sprinkler System | NPS-21-003 | 1 | | | | 850,000 | | | | | | | 850,000 |
| Safety and Security | NPS-21-005 | 1 | | | | 250,000 | 100,000 | | 200,000 | | | | 550,000 |
| Fencing Replacement - Campus Wide | NPS-22-001 | 1 | | | | | 150,000 | | | 150,000 | | | 300,000 |
| NES Façade Paint & Repair | NPS-24-001 | 1 | | | | | | | 150,000 | | | | 150,000 |
| NES Roof | NPS-24-002 | 2 | | | | | | | 200,000 | | | | 200,000 |
| School Department Total | | | 1,425,000 | 1,300,000 | 1,350,000 | 2,200,000 | 1,550,000 | 800,000 | 1,200,000 | 1,050,000 | | | 10,875,000 |
| Sewer Expansion | | | | | | | | | | | | | |
| Somerset/Madaket/Warren's Landing Sewer | SEWER-17-002 | 1 | 80,000,000 | | | | | | | | | | 80,000,000 |
| Sewer Expansion Total | | | 80,000,000 | | | | | | | | | | 80,000,000 |
| Town Administration | | | | | | | | | | | | | |
| Network Infrastructure | ADMIN-17-001 | 1 | | 50,000 | | 100,000 | | 50,000 | | 100,000 | | | 300,000 |
| Servers | ADMIN-17-002 | 1 | | 75,000 | | 75,000 | | 75,000 | | 75,000 | | | 300,000 |
| 2 Fairgrounds | ADMIN-17-004 | 1 | | 30,000,000 | | | | | | | | | 30,000,000 |
| Childrens Beach Concession | ADMIN-17-007 | 1 | 500,000 | | | | | | | | | | 500,000 |
| Replace Town Computers | ADMIN-18-001 | 1 | 50,000 | | 50,000 | | 50,000 | | 50,000 | | | | 200,000 |
| GIS Digital Image Updates | ADMIN-18-002 | 1 | 300,000 | | | | 300,000 | | | | | | 600,000 |
| Town Administration Total | | | 850,000 | 30,125,000 | 50,000 | 175,000 | 350,000 | 125,000 | 50,000 | 175,000 | | | 31,900,000 |
| Transportation | | | | | | | | | | | | | |
| Sidewalk Improvement Plan | TRAN-17-001 | 1 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | | | 8,000,000 |
| Surfside Area Reconstruction Ph.2 | TRAN-17-005 | 1 | 1,000,000 | | | | | | | | | | 1,000,000 |
| Road Improvements/Maintenance - Island Wide | TRAN-17-006 | 1 | 900,000 | 900,000 | 900,000 | 900,000 | 900,000 | 900,000 | 900,000 | 900,000 | 900,000 | | 8,100,000 |
| Road Takings - Friendship/Somerset | TRAN-17-009 | 1 | 250,000 | | | | | | | | | | 250,000 |
| Old South Rd/Fairgrounds Rotary - TIP 2019 | TRAN-18-001 | 1 | 150,000 | | | | | | | | | | 150,000 |

| Department | # | Priorit | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | Total |
|--|-------------|---------|--------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|----------------|--------------------|
| Somerset Lane/Raceway Drive Multi Use Path | TRAN-18-002 | n/a | | | | | | | | 800,000 | | | 800,000 |
| Old South Road bike path maintenance | TRAN-18-003 | n/a | 75,000 | | | | | | | | | | 75,000 |
| Sidewalk Feasibility Study-Pleasant/5-Corners | TRAN-18-004 | 1 | 100,000 | | | | | | | | | | 100,000 |
| Road Construction Fairgrounds to Monomoy Rd 700' | TRAN-18-005 | 1 | | | | | | | | 350,000 | | | 350,000 |
| Road Takings - Amelia | TRAN-18-006 | 1 | 100,000 | | | | | | | | | | 100,000 |
| Road Reflector Project | TRAN-18-007 | n/a | 120,000 | | | | | | | | | | 120,000 |
| Somerset Lane Bike Path | TRAN-19-001 | n/a | | | | | | | | 850,000 | | | 850,000 |
| Nobadeer Farm Road bike path | TRAN-19-002 | n/a | | 200,000 | | | | | | | | | 200,000 |
| Road Construction - Amelia Dr to Polpis Rd 1300' | TRAN-19-003 | 1 | | | 550,000 | | | | | | | | 550,000 |
| Road Takings - Tiacomia to Lovers' Lane | TRAN-19-004 | n/a | | 250,000 | | | | | | | | | 250,000 |
| Stormwater Improvements | TRAN-19-005 | 1 | | 6,500,000 | | | | | | | | | 6,500,000 |
| 4 Corners/Sparks & Pleasant St Intersection | TRAN-20-001 | 1 | | | 150,000 | | | | | | | | 150,000 |
| Surfside bike path | TRAN-20-002 | n/a | | | 200,000 | | | | | | | | 200,000 |
| Tom Nevers bike path | TRAN-21-002 | n/a | | | | 1,500,000 | | | | | | | 1,500,000 |
| Tom Nevers bike path | TRAN-21-003 | n/a | | | | | 750,000 | | | | | | 750,000 |
| Transportation Total | | | 3,695,000 | 8,850,000 | 2,800,000 | 3,400,000 | 2,650,000 | 1,900,000 | 1,900,000 | 3,900,000 | 900,000 | | 29,995,000 |
| GRAND TOTAL | | | 125,993,767 | 51,067,000 | 4,855,000 | 7,201,000 | 5,600,000 | 3,539,000 | 3,810,000 | 6,058,000 | 3,473,000 | 522,000 | 212,118,767 |

**FY 2018 Capital Projects
Review/Town
Administration
Recommendations**

**Board of Selectmen
September 28, 2016**

Capital Projects Recommendations

- FY18 Capital recommendations total \$125,993,209 which is an increase of \$91,803,209 over the current Long Term Capital Financing Plan

| DEPARTMENT | ORIGINAL FY18 CAPITAL PLAN | AMENDED FY18 CAPITAL PLAN | CHANGE |
|--------------------------|----------------------------------|------------------------------|--------------|
| DPW | 6,910,000 | 890,000 | (6,020,000) |
| Facilities | - | 324,059 | 324,059 |
| Fire Department | 705,000 | 379,000 | (326,000) |
| Our Island Home | 2,500,000 | 37,500,000 | 35,000,000 |
| Sewer | - | 80,000,000 | 80,000,000 |
| Police | 100,000 | 930,150 | 830,150 |
| Town Administration | 20,850,000 | 850,000 | (20,000,000) |
| Transportation | 1,925,000 | 3,695,000 | 1,770,000 |
| Total Town of Nantucket | 32,990,000 | 124,568,209 | 91,578,209 |
| Nantucket Public Schools | 1,200,000 | 1,425,000 | 225,000 |
| Total General Fund | 34,190,000 | 125,993,209 | 91,803,209 |

Capital Projects Recommendations

The FY18 changes to the DPW Capital requests were:

| | DPW |
|----------------------------|--------------------|
| Amended FY18 Capital Plan | 890,000 |
| Original FY18 Capital Plan | 6,910,000 |
| Change | <u>(6,020,000)</u> |

Reconciliation of Changes

| | |
|--|--------------------|
| Moved Public Works garage from FY18 to FY19 | (3,000,000) |
| Moved sidewalk improvement plan into transportation from DPW | (1,000,000) |
| Moved Surfside Area road reconstruction into Transportation from DPW | (1,000,000) |
| Moved Island Wide road improvements/maintenance to Transportation from DPW | (900,000) |
| Moved road takings - Friendship/Somerset Area from Transportation to DPW | (250,000) |
| Moved purchase of a sweeper from FY18 to FY20 | (250,000) |
| Increased cost estimate for 1 ton dump truck w/plow | 10,000 |
| Moved tractor purchase from FY18 to FY2019 | (180,000) |
| Moved purchase of bucket truck with chipper from FY20 to FY18 | 250,000 |
| Added purchase of new grader to FY18 | 200,000 |
| Added purchase of a new leaf/rubbish vacuum truck | 100,000 |
| Total Changes to Plan | <u>(6,020,000)</u> |

Capital Projects Recommendations

- The FY18 changes to the Facilities Dept. Capital requests were:

| FACILITIES | |
|----------------------------|-------------------|
| Amended FY18 Capital Plan | 324,059.00 |
| Original FY18 Capital Plan | - |
| Change | <u>324,059.00</u> |

Reconciliation of Changes

| | |
|--|-------------------|
| Renovations/Maintenance at 20 S. Water St Bldg | 269,617.00 |
| Renovations/Maintenance at 3 E. Chestnut St Bldg | 10,000.00 |
| Renovations/Maintenance at Visitor Services Bldg | 5,000.00 |
| Renovations/Maintenance at 2 Fairgrounds Rd Bldg | 9,443.00 |
| Renovation/maintenance - DPW Admin Bldg | <u>30,000.00</u> |
| Total Changes to Plan | <u>324,060.00</u> |

Capital Projects Recommendations

- The FY18 changes to the Fire Dept. Capital requests were:

| | FIRE |
|--|------------------|
| Amended FY18 Capital Plan | 379,000 |
| Original FY18 Capital Plan | 705,000 |
| Change | <u>(326,000)</u> |
| Reconciliation of Changes | |
| Sconset Fire Station Improvement Feasibility Study | 100,000 |
| Ambulance 1 Replacement | (270,000) |
| Replace Engine 7 | (165,000) |
| Change in pricing for Ambulance 2 Replacement | 9,000 |
| Total Changes to Plan | <u>(326,000)</u> |

Capital Projects Recommendations

- The FY18 changes to the Our Island Home Capital requests were:

| | Our Island Home |
|----------------------------|-------------------|
| Amended FY18 Capital Plan | 37,500,000 |
| Original FY18 Capital Plan | <u>2,500,000</u> |
| Change | <u>35,000,000</u> |

Reconciliation of Changes

| | |
|--|-------------------|
| Moved Building Costs for New OIH into FY18 from FY19 | <u>35,000,000</u> |
| Total Changes to Plan | <u>35,000,000</u> |

Capital Projects Recommendations

- The FY18 changes to the Sewer Capital requests were:

| | SEWER |
|---|---------------------|
| Amended FY18 Capital Plan | 80,000,000.0 |
| Original FY18 Capital Plan | - |
| Change | <u>80,000,000.0</u> |
| Reconciliation of Changes | |
| Moved Somerset and Madaket/Warren's Landing needs areas to FY18 from FY17 | <u>80,000,000</u> |
| Total Changes to Plan | <u>80,000,000</u> |

Capital Projects Recommendations

- The FY18 changes to the Police Capital requests were:

| | POLICE |
|--|----------------|
| Amended FY18 Capital Plan | 930,150 |
| Original FY18 Capital Plan | 100,000 |
| Change | <u>830,150</u> |
| Reconciliation of Changes | |
| Removal of Replacement Boat for Harbormaster | (100,000) |
| Nantucket Public Safety Radio System upgrade | 930,150 |
| Total Changes to Plan | <u>830,150</u> |

Capital Projects Recommendations

- The FY18 changes to the Town Administration Capital requests were:

TOWN ADMINISTRATION

| | |
|----------------------------|---------------------|
| Amended FY18 Capital Plan | 850,000 |
| Original FY18 Capital Plan | 20,850,000 |
| Change | <u>(20,000,000)</u> |

Reconciliation of Changes

| | |
|--|---------------------|
| Moved New Municipal Bldg to FY19 from FY18 | <u>(20,000,000)</u> |
| Total Changes to Plan | <u>(20,000,000)</u> |

Capital Projects Recommendations

- The FY18 changes to the Transportation Dept. Capital requests were.

| TRANSPORTATION | |
|--|----------------------------|
| Amended FY18 Capital Plan | 3,695,000.00 |
| Original FY18 Capital Plan | 1,925,000.00 |
| Change | <u>1,770,000.00</u> |
| Reconciliation of Changes | |
| Moved sidewalk improvement plan into transportation from DPW | 1,000,000.00 |
| Moved Surfside Area reconstruction into Transportation from DPW | 1,000,000.00 |
| Moved Island Wide road improvements/maintenance to Transportation from DPW | 900,000.00 |
| Moved road takings - Freindship/Somerset Area from Transportation to DPW | 250,000.00 |
| Moved Old South Rd/Fairgrounds Rd Rotary to Transportation from PLUS | 150,000.00 |
| Moved Road Construction Fairgrounds to Monomoy Rd to FY2022 | (350,000.00) |
| Moved Somerset Ln/Raceway Drive multi use path to FY2025 | (800,000.00) |
| Added Recessed Road Reflectors for FY18 | 120,000.00 |
| Removed Vesper Lane Sidewalk construction | (500,000.00) |
| Total Changes to Plan | <u>1,770,000.00</u> |

Capital Projects Recommendations

- The FY18 changes to the Nantucket Public Schools Capital requests were.

NANTUCKET PUBLIC SCHOOLS

| | |
|----------------------------|----------------|
| Amended FY18 Capital Plan | 1,425,000 |
| Original FY18 Capital Plan | 1,200,000 |
| Change | <u>225,000</u> |

Reconciliation of Changes

| | |
|--|----------------|
| Cost Estimate reduction for NPS/CPS paving | (100,000) |
| Cost estimate reduction for the NHS/CPS HVAC upgrade | (50,000) |
| New playgrounds - Backus Lane | 375,000 |
| Total Changes to Plan | <u>225,000</u> |

Capital Projects Recommendations

- Pending Items that need more information
 - Seasonal Dormitory Housing
 - Land Acquisition – NPS
 - Affordable Housing Trust Fund
 - Senior Center
 - Marine Dept. Building
 - Municipal Office Building

Capital Projects Recommendations

- Projected impact to tax rate:
 - For a home valued at \$1,784,378 the impact is projected to be \$459.37
 - For a home valued at \$1,144,544 the impact is projected to be \$294.65
- Tax rate impact calculated for the first year of debt service, which is when the largest impact to the tax rate will occur. There has been no smoothing of the debt in the calculation.
- Additional funding sources not yet factored in.
- Does not include Sewer Enterprise Fund, Solid Waste, Wannacommet, or Our Island Home Capital requests.

Milk Street Bike Path Extension Project

One Bidder: Victor-Brandon Corp.

| | |
|-------------------------------------|-------------|
| Appropriation (A10/2015 ATM) | \$530,000 |
| Easements, damage awards, survey | (\$48,120) |
| Remaining Balance | \$481,880 |
| Base Bid | \$776,280 |
| Alt # 1 | \$38,750 |
| Total Bid | \$815,030 |
| Difference | (\$333,150) |

2017 Annual Town Meeting Timeline
Endorsed by BOS:

| Date | Time | Activity |
|---------------------|------------------|---|
| Wed, Sep 28 | 6pm | BOS schedules 2017 ATM; endorses timeline |
| Thurs, Oct 6, 13 | | Advertise dates for citizen article submittals (10/7-11/21) |
| Wed, Oct 19 | 6pm | BOS review of preliminary proposed departmental/Town warrant articles |
| Wed, Oct 19 | 2pm - 4pm | Town Counsel available for citizen warrant article consultation |
| Thurs, Oct 20 | 9am - 11am | Town Counsel available for citizen warrant article consultation |
| Wed, Nov 16 | 6pm | BOS continued preliminary review of Town-sponsored warrant articles |
| Mon, Nov 21 | 4pm | ATM warrant closes to citizen submittals |
| Mon, Nov 28 | | Zoning articles transmitted to Planning; all citizen articles rec'd forwarded to Town Counsel |
| Wed, Dec 7 | 6pm | BOS review of citizen articles rec'd |
| mid-Nov - mid-Jan | | Preparation/review of Town-sponsored warrant articles by Town Counsel |
| Thurs, Dec 8 | 4pm | FinCom review of citizen warrant articles - Town Counsel present; review of CPC article(s) |
| Mon, Dec 12 | 4pm | FinCom public hrg on citizen warrant articles |
| TBD - Dec | 4pm | CapCom review of FY 17 capital project recs with FinCom; FinCom adoption of citizen article motions |
| Wed, Dec 14 | 6pm | BOS continued review of Town-sponsored warrant articles |
| Wed, Dec 21 | 6pm | BOS continued review of Town-sponsored warrant articles (if needed) |
| Jan - Feb? | TBA | Planning Board hearing re zoning articles |
| Wed, Jan 4 | 6pm | BOS continued review of Town-sponsored warrant articles |
| Wed, Jan 11 | 6pm | BOS continued review of Town-sponsored warrant articles |
| Wed, Jan 18 | 6pm | BOS adopts warrant with any ballot questions |
| Fri, Jan 20 | 4pm | Transmittal of warrant to FinCom |
| end of Jan-Feb mtgs | TBA - 4pm | FinCom reviews warrant articles |
| Mon, Jan 23 | by Noon | Warrant & FinCom public hrg notice sent to newspaper |
| Thurs, Jan 26 | | Warrant & FinCom public hrg notice published in newspaper |
| Thurs, Feb 2 | n/a | Warrant published in newspaper (IF pending legislation to eliminate publication requirement not approved) |
| Mon, Feb 6 | 4pm | FinCom public hrg on warrant articles |
| Feb 6 - Mar 6 | 4pm | FinCom reviews warrant articles |
| Mon, Feb 27 | 4pm | Planning Board motions submitted to Town Administration |
| Wed, Mar 1 | 6pm | BOS review of recs/comments to warrant articles |
| Tues, Mar 7 | 4pm | FinCom adopts motions to articles |
| Wed, Mar 8 | 6pm | BOS adopts any recs/comments to articles |
| Fri, Mar 10 | | Warrant with motions sent to printer (2 weeks minimum needed to print & mail) |
| Thurs, Mar 23 | | Warrant with motions mailed out to voters* |
| TBA | 8 AM - 8 PM | Voter Registration |
| Wed, Mar 29 | 1pm | FinCom reviews Technical Amendments |
| Wed, Mar 29 | 2pm | pre-ATM conference with Moderator |
| Sat, Apr 1 | 9am - 5pm | 2017 ATM |

2017 Annual Town Meeting Timeline
Endorsed by BOS:

| | | |
|---|-------------|---------------------------------|
| Mon, Apr 3 | 6pm | 2017 ATM continued -- if needed |
| Tues, April 11 | 7 am - 8 pm | Annual Town Election |
| | | |
| *by Charter, the warrant with motions must be mailed out to voters 7 days prior to the ATM/due to mail issues in the past, allowing for 2 weeks usually gets the warrants to the voters in time | | |
| | | |
| Holidays/Vacations: | | |
| Mon, Oct 10, 2016 - Columbus Day | | |
| Thurs, Nov 24, 2016 - Thanksgiving | | |
| Mon, Dec 26, 2016 -- Christmas Holiday | | |
| Mon, Jan 2, 2017 - New Year's Day Holiday | | |
| Mon, Jan 16, 2017 - MLK Day | | |
| Mon, Feb 20, 2017 - Presidents Day | | |
| Week of Feb 27, 2017 - NPS Vacation week | | |
| Mon, Apr 10, 2017 - Passover Starts | | |
| Sun, Apr 16, 2017 - Easter | | |
| Mon, Apr 17, 2017 - Patriot's Day | | |
| Week of Apr 17, 2017 - NPS Vacation Week | | |